1895-009 Chancery Causes: D. F. Bailey vs. Samuel Poteet &c
Lee Co.

Blair, Dickenson, Craig, Cheek

- Correspondence

CA Debt
T-Property

To the Hon. H. D. K. Morison Judge of the
circuit Court of Lee County Virginia.
Your Orator D. F. Bailey, who sues for himself and such other lien creditors of Samuel Patect as shall come in, take part in and share the costs of this suit, humbly complaining sheweth to your hono. that at the May term 1891 of the Circuit Court of Washington County Va, he recovered a Judgment against the said Samuel Patect for the sum of $125.00 with interest from the 26th day of July 1890, and $10.04 costs a copy of which is herewith filed marked Exhibit "A", and prayed to be read as part of this bill: that no part of said Judgment has ever been paid; that said Judgment was duly docketed on the 29th day of June 1891, in the Clerk's office of the County Court of Lee County; that the records of the Clerk's office of Lee County show that the following Judgments in favor of the following named parties have also been recovered against the said Samuel Patect and docketed in said office, to wit; One in favor of F. S. Blair for $125.00 with interest from July 26th 1890, & $7.96 costs, and one in favor of A. M Dickinson for $125.00 with interest from July 26th 1890 & $7.96 costs, both of which Judgments were also obtained in the Circuit

Court of Washington County Va. The said judgments are apparently not satisfied, and so far as your orator knows there may be other judgments that bind the land of Samuel Poteet. The said Samuel Poteet is seized and possessed in his own right of the following tracts of land in Lee County Va. One of 33 acres on S. S. Wallens ridge, one of 240 acres on N. S. Wallens ridge, one of 5 acres near Jonesville (Bull tract) and one of 10 acres on S. S. Powells river.

Your orator avers and charges, that the rents and profits of the said lands will not in five years satisfy the judgments which are liens upon the same, and that he is therefore entitled to have the said land sold to satisfy his own and the other liens thereon.

In consideration whereof, he prays that the said Samuel Poteet, F. S. Blair & A. M. Dickinson be made defendants to this bill, and required to answer the same on oath; that proper process issue; that all proper orders and accounts be directed and taken; that the lien creditors of the said Samuel Poteet be convened before a Commissioner in Chancery of this Court; that the lien debts of the said Samuel Poteet be ascertained, and the amounts thereof and their order of priority of lien be established; that if it appears that the rents and profits of the

said land will not in five years pay the judgments, which are liens upon the same, that it or so much thereof as will suffice to satisfy the liens thereon, and the costs of suit and sale, be sold, and the proceeds thereof be applied to the payment of the said costs and liens; that if such rents will so suffice, the said lands be rented out, and the rents and profits thereof be applied to the said liens until they are fully satisfied; and that all such other, further and general relief may be given as in the premises is just and right. And your orator will ever pray.

James W Orr, P.Q.

C 9.98
S 2.50
Wit. 1.00 Pd Cly.
C C .75
J.P. 2.25
Commr 15.00
Depo
A 15.00 Plaintiff
Estimate 6.00
$52.48
Murray Clerk $4.11

D. H. Bailey

vs. } Bill in Chy.

Samuel Patect.

1891 1st Aug Rules Bill filed Sheriff Ret.
" 2nd Aug. Rules D. Answer Cause set for hearing by Def.

Sept Decree & contd
Dec continued
1892 Mar & April contd
" June continued
1892 Nov no court
1893 Mar Decree for pent & continued
" June Contd
" Nov Contd
1894 March Contd
" June Decree & Contd
" Nov Contd
1895 March Contd
" June "
" Nov Decree final
Lib 3 P 271

To the, Hon. H. L. K. Morison Judge of the Circuit Court of Lee County Virginia:

The seperate Demurrer and answer of Samuel Patet to a bill filed in this Hon. Court against him and others by D. F. Bailey.

Respondent says the pl'ffs bill is not good and sufficient in law and of this he prays Judgement of the Court. &c.

But if any other or further answer be deemed necessary answering he says, it is true as he supposes that the pl'ff has and holds the Judgement against this respondent, but the same was obtained by false and fraudulent representations of the pl'ff. under the following Circumstances

Your respondents son William Patett had been Indicted in the U. S. District Court at Abingdon upon a charge of Forgery, and admitted to bail in a bond of $1000.00 in which your respondent was his security for his

appearance. His said son made default in said appearance and legal steps was taken in said Court on said bond for his failure to comply therewith.

In this state of case your respondent applied to the plff, who was then and now a practicing atty in said Court to defend him and his son. The plff so undertook and did appear in said Cause and for several times had the same continued - For these service, and upon the condition that the plff would secure his son's acquital or the dismissing of said indictment and a release of this respondent from said bond, Respondent cannot say whether or not this condition was specified in the note or not but it was the contract and agreement, and he had full faith & credit in the plff that he would do what he said.

These matters went on until July 1890 when said Court was again in session, and the Causes

were called, when this respondent was advised by said ~~[illegible]~~ his attorney to agree to a compromise and settlement of the same proposed between him & the U. S. Government upon these conditions - viz: The indictment was to be dismissed and the bond discharged by giving respondent acknowledging judgment & paying to the Government the sum of $250.00 which has been paid. The plff was not there, nor did not give him any assistance and he had to employ a man by the name of Lindsey and pay him $25.00. Soon after this was done the plff and their co-defend came to the Court & learning the cause had been settled, they all brought suit in the Circuit Court of Washington County, and when the writs were served upon him he went to the plff, and complained of the hardship, and his failure to be present & aid him, and the plff agreed to take and accept $62.50 for what he had done. and

and the pltff agreed to take it. But your respondent did not have the money with him to pay it and told the pltff so, and he agreed to wait, and respondent told him when he had to have the money to call on him and he should have it. The pltff said he would go to the Sheriff, and stop the suit & pay the costs, then open it and accept the $62.50. Since that time the pltff has never called on or asked by letter or otherwise for the same, until he brought this suit or was about to. And this respondent was surprised to learn that the pltff had not kept his word & dismissed said suit, but had in violation thereof gone on and took judgement against him, which was a surprise & legal fraud upon him. The debt of Dickinson and Blair is even more unjust than the pltffs, after they brought their suit, never having done anything and was absent at the time the case was called, and

when respondent had to do something and was compelled to employ Mr Lindsey, this respondent employed a Mr Tripp to defend Blair & Dickinson's suit, as they were not to be paid unless they succeed in entirely releasing him & his son, and when they found he was determined to make defense, they proposed a compromise, and it was agreed that this respondent should pay them $50. each in full satisfaction of their unjust claim for which they neither one ever rendered any service & were absent at home when the case was called and forced to a trial or compromise as above stated. They said accepted it and was to dismiss their suit but like the pleff ignored their agreement and in this respondents absence took judgement against him. The transaction shows the unjustness of it was there ever a case in which a man was so wronged - He had to pay Mr Lindsey $25.00 The pleffs and

and Dickinson & Blair want $375.00 and he paid the Government $200. it would amount been as easy expense him to pay the whole bond as to pay this brigade of hungry lawyers.
Fortunately this respondent has the letter of Mr Blair showing that he agreed to accept the $50 eq. and that it is paid. He can show he paid Dickinson $50.00 and can prove clearly that he agreed to accept it and he can prove that the plff agreed to accept $62.50. These sums he has paid and is willing to pay the plff his $62.50 which he admits is due him.
Now as to the rents & profits of his real estate, either of his two farms or his mill pay all that the plff claims are much less than five years, but if the plff will take what is honestly due him he need not rent or wait one minute it will be paid. And this respondent thinks the plff would have done his whole duty to himself to have brought his own suit instead of attempting

to aid in the enforcement of the unjust & fully paid claim of Blair & Dickinson. This respondent had to employ Blair & Dickinson because the pltff had been appointed assistant prosecuting atty, and could no longer attend to the case & hence his agreement to scale his fee. This respondent re-iterates that he was prevented from making defence to the pltffs judgement & the said Blair & Dickinson's judgment by the agreement made with each of them that they would take the money alone named & dismiss the suit, and he relied upon their fair promise to do so - and was utterly surprised when he learned that they had taken judgement for the whole claim. This respondent has always managed to pay his just debts without suit & tried to do this so - and would if he had been fairly dealt with. And having more answers he prays to be hence dismissed with his costs.

A. L. Dickinson
for Resp't

Virginia:

The County, to wit: –

Samuel Poteet, this day personally appeared before me and made oath in due form that the statements made in the foregoing answer so far as they depend upon his own knowledge are true & so far as the statements made in it are matters derived from others he believes them to be true. Given under my hand this September [illegible]

[illegible]

Samuel Poteet.

Attest: Newman.

D. F. Bailey

To the Hon. W. T. Miller Judge of the Circuit Court of Lee County Va.

The separate answer, of Samuel Poteet, to a rule entered against him in the Chancery Cause of D. F. Bailey et als, against him and S. B. Poteet.

Respondent says it is true, his land was rented in said Cause, and respondent son S. B. Poteet rented them, and gave ~~S. B.~~ respondent to ~~Poteet~~ as security on the said rental notes. And at that time he expected to be fully prepared to pay them on maturity, but has failed to do so as he concceives without any fault upon his part; He has several horses some cattle, a surplus of corn hogs sheep & other property, none of which he is able to sell for cash at any price, such are the stringency of the times. As a matter of law he is advised the pltffs have no right to sell his property, but that the taking of a new note or security is a novation of the debt; and the pltffs must rely upon their remedy in a suit at law upon the rental notes. And this will be ample for him, for they are solvent and good, if there is not a total suspension of business. He relies upon this as a defense to said rule & having now fully answered prays to be dismissed with his costs.

A L Preston
for deft.

Samuel Poteet.

vs

Answer to
Dec Rule.

D. F. Bailey et al

Filed in open Court
this June 11th 1894
A B Munsey
Clerk

Sworn to before me
June 11th 1894

by Samuel Poteet
this the 11th day of June
A B Munsey Clerk

D. F. Bailey Plaintiff } In chancery.
against
Samuel Patet et als Defendants }

This cause came on again to be finaly heard, and it being admitted by plaintiffs Counsel that the Judgments reported in the cause have been fully paid, and there being nothing further necessary to be done in the cause the same is stricken from the docket.

D. F. Bailey
vs } Decree Final
Sam'l Pateet et als

O. N. B. P. 271

Enter this decree.

Nov 12" 1895.

[illegible]

[illegible]

[illegible]

Entd. on Chy. Ord. Book 48. 24

Entered on City Order Book 4 P. 9

Tuesday

At a circuit court continued and held for Lee County at the court house thereof on Sat. June 9, 1894.

L. F. Bailey Plff.

vs. } In Chancery

J. [illegible] Deft.

[illegible] on again to be heard upon the papers formerly [illegible] in the cause and the report of ~~Commissioner~~ Commissioner [illegible] H. Orr filed in the [illegible] 14, 1894, [illegible] exceptions to [illegible] report.

[illegible] said J. J. [illegible] the [illegible] J. [illegible] said J. J. [illegible] [illegible] for said rents [illegible] the cause in [illegible].

A Copy Teste

A. V. Murray Clerk

D. W. Bailey Plff.
vs.
Samuel Poteet, Deft.

D. F. Bailey Pltff } In Chancery
vs
Samuel Pateet Deft }

This cause came on again to be heard upon the papers formerly read in the cause, and the report of renting by James W. Orr Comr. filed in the cause May 20th 1893, and was argued by Counsel, On consideration thereof, and said report having been filed the time required by law and being unexcepted to, it is adjudged, ordered and decreed that the same be confirmed, and that said Comr will pay to those entitled the costs in his hands, and report his action to this Court. and collect the money for said renting when due and pay the same to those entitled

And the cause is continued.

D. H. Bailey

vs } Decree Confirming
} - vesting

Samuel Pateet.

Entered on Chy OB
Page 480 June 7th 1893

J A G Hyatt

Enter this Decree.
H. H. Kelly

June 7. 1893.

724

2500

Contained in City O.B.
pp 451-460, March 11/93
J. H. G. Hyatt, Ecr

Mr Samuel Pitset.

You will please take notice that on the 15th day of February 1892, at the law office of A. M. Dickinson, in the town of Marion, State of Virginia, I will proceed to take the depositions of said A. M. Dickinson & others, which depositions when taken are intended to be read as evidence in a certain suit in Chancery pending in the Circuit Court of Lee County Virginia in which I am plaintiff and you and others are defendants, and if from any cause the taking of said depositions are not commenced on that day, or if commenced are not completed on that day, the taking of the same will be adjourned from day to day and from place to place until completed.

Very Respectfully

D. F. Bailey
vs
Martin
Samuel [illegible]

Executed Feb. 11. 1892
by delivering a true
copy of the within
Notice to Samuel —
Poteet. This Feb. 11 1892
C. E. Flanary.
S. L. C

In pursuance to a notice hereto annexed, the undersigned, A. P. Kellington, a Justice of the Peace in and for Smyth County Virginia, proceeded, on the 15th day of February 1892, at the law office of A. M. Dickinson in the town of Marion, State of Virginia, to take the depositions of A. M. Dickinson & others, which depositions are to be used as evidence in a certain suit in Chancery pending in the Circuit Court of Lee County Virginia, in which D. F. Bailey is plaintiff and Samuel Potter & others are defendants.

Present no counsel for plaintiff
" " " " Defts

F. S. Blair a witness of lawful age being by me duly sworn deposes & says as follows

1st Question by plaintiff & by Defts.
A. M. Dickinson, & F. S. Blair of defendants.

State if Samuel Potter executed to you, the bond or note in the bill & proceedings named for a fee, if so state all the circumstances of your employment, has it been

paid, if not has any thing been done on it. State all about it?

Answer! ——————— D. F. Bailey, A. M. Dickinson, & myself were at the U.S. Court, at Abingdon, at the date the notes or bonds were executed to us by Samuel Poteet. He came to our room at Colonade Hotel, and stated the case of the United States against his son, & the bond he was on, himself, for his sons appearance. Samuel Poteet, after several visits to us, finally came & employed D. F. Bailey, A. M. Dickinson & myself, at the fixed and agreed fee named in our bonds or note to represent him. He were to intercede with Mr. W. L. Craig U.S. Dist. Attorney and get the boy discharged & the bond released. He did so, Mr. Dow Col. Craig & effected the compromise admitted in Poteet's answer. It was entirely acceptable to Poteet. Indeed he was very grateful, & wished us not to "press" him on the bonds or notes,

and said he thought we ought to "Knock off" some of our fee, that he had to employ Lindsay & pay him $25. fee, but we again assured him he had no business to do so, as we had already settled the case & it was ended; that he had just donated $25 to Lindsay — He urged us to "Knock off" some of fee, & finally, I said I was willing to allow fee if he would pay amount at once, Dulaney said he would do likewise & so did D. F. Bailey. It was all a concession on our part. Poteet said he did not have the money, & did not accept or conclude the settlement, but on the contrary came & told us he had employed Messrs D. & Con. Jones to defend the bonds or notes — We, (Dulaney, Bailey & I) bought suits at low, in Circuit Court of Washington County, at Abingdon & had suits served on Samuel

This occurred during the latter days of one week of the term, and Dickinson & I went home for Sabbath only, but not until after we had finally compromised Stellio Poleet's case with Col. Craig. We went home as stated, and on our return early next week, we were informed that somebody had got Poleet scared & had advised him to employ Mr. Lindsey, son of Colonel. She had done so, Poleet told us what he had done, & we told him it was wholly unnecessary for him to have employed Lindsey, & to pay out any more fees, as we had finally concluded the compromise with the U.S. Government thru Col. Craig Dist. Atty, & order would be made accordingly. That it was all arranged Stellio, & for him to go home & get up money & pay the compromise & our fees & that of D.F. Bailey. It was not until a few days after this, when Samuel Poleet came to Dickinson & me

(5)

Poteet, at Abingdon. We did so because Poteet refused to pay us - at all. The answer is not true that we took any advantage of him. He employed Messrs. D. & Bon, Esqs to defend the suits, & they were continued one term, but at next term, judgments were rendered, but on no agreement or compromise of any kind. The judgments were for full amount of bonds or notes, and without any condition, limitation or promise on our part, certainly not on my part. After the judgments were rendered, Samuel Poteet sent me a check for $50, and I wrote him back, & told him I would not accept it in full of the debt, but it could go as a credit on the judgment. I had told Poteet before he forced us to sue him, that if he would pay me then $50, I would accept it

as I wanted no hard feelings or litigation, Poteet did not pay the $50, but stood us a suit, & we won, and after the judgment was obtained & after we had sent an execution to Lee County after Samuel then for the first time he sent me $50, which I refused to accept & so wrote him, except as a credit. Let him be compelled to file my letter & let me so show as I have been stated — A. M. Dickinson, D. K. Baily & I did all we agreed to do, & we, alone, got the case settled thro' bal, bring. & Poteet justly owes us the judgment except that he has paid me $50, which should go as a credit on my judgment. It was not accepted in payment, & was not sent to me

until after he had stood me a low suit at Abingdon. He never accepted the proposition to pay $50 cash down, and then walk, but left us. Employed counsel & defended our suits, and when he lost his cases, then & not till then did he send me any money. He sent me $50. then & I wrote him I would put it as a credit on the judgt.
Baby. Dickinson & I seemed a satisfactory settlement for him, & his false charges in the answer are afterthoughts.
And further deponent saith not.
F. S. Blair.

A. M. Dickinson, another witness of lawful age being duly sworn deposes & says as follows.
1st Question.
Read over the questions propounded to F. S. Blair in his

deposition just closed, and give full answer to same, & state all about your employment by Samuel Poteet, & how much he has paid you?

Answer!

I was in attendance upon the U.S. Court at Abingdon, and for the first time met Mr Poteet. He came to the room of Capt. F.S. Blair and myself, and related the circumstances for forgery against his son and also the fact that he was on a bond for the appearance of his son who was absent, and the fear he had any judgment might go against him for amount of the recognizance and interest in all amounting to more than he could pay. The whole affair was talked over there and Mr. Poteet finally agreed to give Capt Blair myself his bond for a fee to represent him in the case, which bond was the same and for amount mentioned in our hearing. Mr. Poteet's idea was, by all means to get his boy discharged and then get the bond cancelled as soon as possible. Lieut. C.E. Lacey, the U.S. Dist Atty was compelled [illegible] the boy was [illegible]

a great fuss made about the amount to be paid on the bond, which Mr. Potter regarded as favorable, or at least expressed himself so - and also then and there said he would pay our fees anew.

When Mr. Potter finally was making as formal compromise, I think for the first time he conceived the idea of objecting to the fees. He did ask us to reduce our fee, because he had employed an other attorney. Later he said he had only employed an other attorney to carry out - formally in Court - what we had accomplished for him. When Mr. Potter refused to pay the fee, we brought suit at law, and Mr. P. employed Messrs. Biggs to defend the actions. At first term of Court the Judgments were entered, as some objections were made to the Warrants. At the next term, upon motion by defendants the Biggs saying in Court that Mr. Potter had made no arrangement with them. I am certain Mr. Potter said he was going to defend the suits at law.

The statement in Mr. Potter's answer that we were to be paid nothing unless he was entirely successful as well as his own is untrue. No such agreement or condition was made. The statement in [illegible] that [illegible] employed Messrs. Biggs [illegible]

said suit, that ~~Blair & myself~~ I proposed to accept $5200 in settlement of said debt & whole, untrue and without foundation. The statement in said answer that I accepted $50 in full settlement of said debt & agreed to dismiss action at law, is untrue. It is true I received $500 from said one for Mr. Poteet paid some time after the Judgment was obtained for which he should have credit. The statement made in the answer that Mr. Poteet was prevented from making defense to said suit at law, because of the agreement therein set out - is false, untrue. The agreement as to what judgment should be rendered, and what judgment was rendered, in the case of U.S. Government against Mr. Poteet was fully agreed upon by U.S. Dist. Atty. Lewis & Capt. Blair & myself, and the said agreement communicated to said Poteet, before we left the U.S. Court & came home for trial. I desire to state that the $50 sent me was paid without the asking on my part as Judgment was rendered, and I expressed my surprise & displeasure at the. [illegible]

Virginia: Wyth County,
To Wit:

I, A. P. Killinger, a Justice of the Peace in & for said County, do hereby certify that the foregoing depositions of A. M. Dickinson & F. L. Blair were duly taken, subscribed, and sworn to, by said witnesses respectively, before me, at the time & place named for the purpose mentioned in the caption and notice attached.

Given under my hand this 18th Feb, 1898, at Pearisburg Va.

A P Killinger

P. Fee $2.25
S " .50

Sent

(11).

The depositions of W E Craig and others, taken pursuant to notice, here attached, at the clerks office of the United States Court in the city of Danville Virginia, begun on the 12th day of November 1891, to be read as Evidence in behalf of the Plaintiff in a certain suit in Equity now pending in the Circuit Court of Tie County Virginia, in which D F Bailey is plaintiff and Samuel Poland and others are Defendants.

The first witness W E Craig, being duly sworn deposed as follows:-

1st Question by Plaintiff Counsel
State your age, residence and occupation

Ans. Age 45, occupation, atty at Law, & District atty for Western District of Virginia. I reside at Staunton

The further taking of these Depositions is continued and adjourned to the 14th day of Nov. 1891 at same place. This Nov 12, 1891

J P Smith N.P.

Nov 14 1891

Depositions resumed, pursuant

To a Journal of 12th inst
B. Smith N.P.

2. Q. Please state what you know in regard to the compromise of certain matters which were pending in the United States Court at Abingdon, Virginia, between the United States and a young man by the name of Potrat, a son of the defendant in this case and how said matters happened to be adjusted and who was instrumental in bringing about said compromise

Ans. 2 When I came into office as U.S. Attorney in July 1889 I found at the Abingdon Court a case pending against young Potrat on an indictment for forgery; there was also a judgment against old man Potrat on his bond as surety for the appearance of his son at court; this judgment was for one thousand ($1000.00) dollars. I think it was at the July term 1890 that R. F. Bailey

and F. D. Blair as attorneys for Potratz approached me with a proposition to let old man Potratz pay ($250.00) Two Hundred and fifty dollars in full satisfaction of the said One Thousand Dollar ($1000.00) judgment and upon his so doing that the said judgment should be marked satisfied and the indictment against his son for forgery be dismissed. I held this proposition under consideration for several days, in the meantime making inquiries as to Potratz's financial circumstances; during this time both Bailey and Blair frequently approached me about the matter and finally induced me to accept the proposition. After this compromise had been agreed upon with Bailey and Blair, but before matter was finally disposed of, Stuart F. Lindsay, who was acting

as assistant to the Clerk of the U.S. Court then in session at Abingdon, approached me in the matter; I told him that I had agreed upon the compromise with Bailey and Blair and the terms of the compromise; I did not know that he was acting as attorney for Pohat at all for the compromise had been effected in everything except Pohat's paying over to the Clerk ($250.00) Two Hundred and Fifty Dollars. Pohat afterwards paid over to the Clerk the Two Hundred and Fifty Dollars and the indictment was dismissed and the judgment marked satisfied.

Q. 3 Please state ~~the~~ through whose influence and efforts the said compromise was effected?

Ans. 3 That of David F. Bailey and Frank F. Blair.

And further this deponent saith not.

W. R. Craig

The next witness W. F. Bailey being first duly sworn deposeth and saith as follows:

Q. 1 Please state all you may know in regard to the judgment you hold against Samuel Potter the defendant in this cause, how it originated and all about it?

Ans. 1 In 1888 or 1889, I forget which the defendant's son was indicted in the United States court at Abingdon for forging, he employed me and Mr. Jno. Morgan to defend his son, after investigating the matter I told Mr. Potter that it was a case that should never be tried if it could be helped and should be compromised if possible, as I thought the young man would go to the penitentiary if the case was tried upon its merits. Mr. Morgan and I managed to get the case continued

for annual terms and made repeated efforts with the Dist. Attorney, Col. Allen, to get the matter compromised; in the meantime the young man failed to appear at court and his bond, upon which his father was security, was forfeited and the matter got in a bad fix; after Col. Craig came into office we had some hopes of a compromise as he was a new man and the case had gotten stale; at the July term of the Court at Abingdon in 1890, as I now remember I passed by the room of Capt Blair in the Colonade Hotel and saw Mr. Poteet and Mr. A. M. Dickinson talking to Blair, they hailed me and I was informed that Mr. Poteet had employed Messrs. Blair and Dickinson

as additional counsel in his own case; the gentlemen were practicing together at said Court, but whether as partners I do not know, I remarked that I would be glad to have them assist me and Mr. Morgan in the matter, the question of compromise was then discussed and it was agreed that we should prevail on Col. Craig the Dist. Attorney to compromise the matter if possible; I was in a hurry to go to the Court House and just as I was starting Mr. Dickinson remarked that the fees should be agreed upon and that Mr. Poteet had better give his notes, which was done. Being in a hurry I told Mr. Dickinson, or Mr. Blair one I forget which, to take my note and hand it to me afterwards as I had not

time to wait. We all then went to work on Col. Baily for a compromise and after representing to him that Mr Daniel Potter was a good citizen and that his son was a young man, and was drinking at the time he committed the crime, Col. Baily finally yielded to a proposition of two Hundred and Fifty Dollars, which was accepted by the young man's father, and the matters were to be dismissed upon his paying the money into Court. Affirmando Mr. Dickinson came to me and stated that Potter was dissatisfied and had said he would not pay the notes. Dickinson said he intended to bring suit right off; he had my note and I told him just to bring

suit for me also, which he did. After the process was served upon Mr. Potter he came to me and stated that he thought it was pretty hard for him to pay all of this money, to Blair, Dickinson and myself, and that he had to pay Mr. Lindsay Twenty Five Dollars additional; he further said that Mr. Morgan would not charge him much. My answer to Mr. Potter was, that the service of Mr. Lindsay was not necessary in the case as the matter had rapidly adjusted and understood between us and Col. Craig, and that I had had nothing to do with his employing Blair and Dickinson; that he knew that I had worked faithfully in his case for about two years and I was not

willing to knock off much if any, of my part of the fee; but I finally told him that if he would arrange with Mr. Morgan for his part of the fee that I himself take Sixty Two Dollars and a half and dismiss the suit. (At that time I thought the note he had executed was to Morgan and myself both, I had not seen it.) He told me he would send me the money as soon as he got home, but failed to do it. I wrote to Mr. Morgan and also to Mr. J. W. Blankinship to see him and get the money and continued the case on account of the court, hoping that the matter would be fixed, and finally took judgment. He has never paid me a cent; I am

still willing to take my ~~half~~ share of the note, together with the costs he has put me to, less the attorney's fees, provided he and damage matters satisfactory with Mr Morgan for the other ~~half~~ half. The statement of Wm. Potter that I obtained a judgment against him, by false & fraudulent means is absolutely and unqualifiedly false. I labored faithfully and saved his son from the penitentiary and now he is mean enough to pay me the pitiful sum of Sixty Two Dollars and a half.

Refuse to

And further this defendant saith not.

R. H. Bailey

State of Virginia
City of Danville } to wit:

I, J. P. Smith, a notary public in and for the State and City aforesaid do certify that the foregoing depositions of Col. W. E. Craig and D. F. Bailey were taken and subscribed upon me at the Turner House, in the City of Danville, in my State and City aforesaid. ~~this the 14th day of November in the year 1891~~. Given under my hand this the 14th day of November in the year 1891

J. P. Smith N. P.

Craig.

Stipe.

Virginia Lee County To-wit,
This day C. E. Cheek, Constable of Lee County, personally appeared before me and made oath that on the 9th day of June 1894, he served a rule on Samuel Patteet, requireing him said Samuel Patteet to appear before the Circuit Court of said County, on the 8th day of the June Term, to show Cause if any he can why his land should not be sold to satisfy the claim of D. F. Bradley vs. said Samuel Patteet,
Given under my hand this 11th day of June 1894,
H. C. Jozlyn J. P.

To the Circuit Court of Lee County, Va.

The undersigned commissioner respectfully reports, that in obedience to the order made in the case of D. F. Bailey against Samuel Poteet et als at the Sept. term, 1891, after duly notifying all parties, he proceeded, on the 14th day of Nov., 1891, and on succeeding days thereafter, to execute said order; and the proceedings being at length completed, the result is herewith respectfully submitted.

The undersigned is directed by said order to take and report an account of the liens by judgment or otherwise against the defendant's real estate. On this point the undersigned has fully considered such proof as was submitted to him by both the plaintiff and defendants, and giving to the evidence such consideration as in his humble judgment it is entitled to receive, he reports that there are three judgments of record in the county court clerk's office of this county which constitute liens on said Poteet's real estate. Said three judgments are as follows:- one in favor of F. S. Blair, rendered at Jan. term, 1891, of the circuit court of Washington County, Va., with interest thereon from the 26th day of July, 1890, till paid and the costs of suit at law, which is

$7.96. Said judgment is subject to a credit of $50, paid as of Jan. 26th 1891. [See copy of Judgment here filed marked "C."]—

One in favor of A. M. Dickenson, rendered at the Jan. term, 1891, of the Circuit Court of Washington Co, Va, for $125, with interest thereon from the 26th day of July, 1890, till paid and the costs of suit, which is $7.96. Said judgment is subject to a credit of $50, paid as of Jan. 26th, 1891. [See copy of Judgment here filed marked "B."]—

And one in favor of D. F. Bailey, rendered at the May term, 1891, of the Circuit Court of Washington Co., Va, for $125, with interest thereon from the 26th day of July, 1890, till paid and the costs of suit, which is $10.04. [See copy of Judgment here filed marked "Exhibit A."]

All three of said Judgments are recorded in the Judgment lien docket of this county and it will be seen by an inspection of the same that the Judgments in favor of F. S. Blair and A. M. Dickenson are of equal priority, and both are prior to the Judgment of D. F. Bailey.

A calculation marked "X," showing the balance due on said Judgments as of June 1, 1892, together with the estimated costs of this suit, is herewith filed.

The undersigned is further directed

to ascertain whether the rents and profits of said Poteet's real estate would in five years pay off and discharge the liens against the same. On this point the undersigned ascertains that said real estate will readily rent for a sufficient sum to discharge said liens, together with the costs of this suit, in five years.

All of which is respectfully submitted, this May 26th, 1892.

A. M. Goins,

Special Comr.

W. F. Bailey

vs. { Report of Comm.

Samuel Potter et al.

Filed May 26th 1875

J. A. Stark Clk

Writ 1.00
.50

Comm's fee - - - - $15.00

L. F. Bailey — Pltff
against — } In Chancery.
Samuel Pateet — Deft

The undersigned Commissioner in this Cause respectfully reports that pursuant to the decree at the last term, he proceeded on the 15th day of May 1893, Court day, to rent the real estate of the deft, consisting of his farm on which he resides and his grist Mill near Jonesville Va, for the shortest period the same would rent for a sum sufficient to pay the amount of said decree & costs & Commission &c, and S. B. Pateet became the rentor of said premises for one year for the sum of $312.36 the amount of said decree, costs, Commission &c. and he paid or settled with your Commissioner the Costs of suit & Commissions on renting $104.94 and executed his note with Samuel Pateet security, due in one year, with interest from date for 207.42
$312.36

The costs your Comr has subject to your honor's order and he recommends a confirmation of said renting. Respectfully Submitted.

James H Orr, Comr.

D. F. Bailey

vs } Comm's Report & Printing

Devil Detect.

Filed May 20th 1893.

D. F. Bailey — Plaintiff
vs. } In chancery.
Samuel Pateet — Defendant

The undersigned Commissioner in this cause respectfully reports, that the rate for the rent of the real estate of defendant, for $207.42 became due on the 15th day of May 1894, unto the ~~defendant~~ rentor S. B. Pateet, and the defendant, his security, have failed to pay the same or any part thereof. And your Comr further reports that at the time of said renting, by mistake in calculation, your Comr took the rate of said rentor S. B. Pateet & his security for $12.39, twelve dollars & 39 cents less than he should have taken it for, the said S. B. Pateet having bid the amount of the decree, together with the costs of suit and expense of sale, but as above stated your Comr in taking the rate for the balance after the payment of said costs & expense made a mistake and omitted to take it for enough by the said sum of $12.39.

Your Commissioner asks a rule against the said S. B. Pateet & Samuel Pateet his security to shew cause why the said real estate or a sufficiency thereof shall not be sold for cash in hand to pay the amount of said rate and the said sum of $12.39 with interest thereon from the 15th day of May 1893, the date of said renting.

Respectfully submitted, May 25th 1894.

Francis H. Orr, Comr.

D. F. Bailey
vs
Comm's Report.
&
Samuel Pickett.
Filed May 25th 1894.
A B Murray Clk

Virginia:—
At a circuit court continued and held for Lee Co.,
at the court house thereof on Sat. June 9, 1894.

C. F. Kaiser Ptff.

vs.

Samuel Patel Deft. } In Chancery.

[illegible]

[illegible]

A Copy Teste
A B Munsey Clerk

D. F. Briley Pltff.
vs.
Samuel Patteet Dft.

Rule against
Defendant to.
Executed this 5. 1884
by delivering a true
office copy of the within
rule to S. B. Patteet
C. E. F. Lanang.
S.Z.-C

Subject:

FRANK S. BLAIR,
ATTORNEY-AT-LAW.

COURTS
Federal and State of Virginia, and Supreme Court of Appeals of the United States

Wytheville, Va., June. 9 1891

Mr Saml. Pateet.

Dear Sir:

yours to hand. I have not had one word from you since I saw you at U.S. Court. John Morgan has not paid one cent on the debt you owe me - & I propose to press case at Abingdon - and so do Baily and Dickinson - you are late in calling on me for note. yet if you will send me $50 ~~sent~~ now, I will accept it in full but if not sent me by return mail. I will press case at Abingdon Va.

Yours Respt.
F. S. Blair.

"B."

OFFICE OF
CLERK U. S. COURTS,
WESTERN DISTRICT OF VIRGINIA.

I. C. FOWLER, CLERK

Bristol Tenn.
~~ABINGDON, VA.~~ Oct. 30 18 90

Mr. Samuel Polect,

The case has been dismissed against Wm H. Polect — I have seen the order entered by Mr. Fowler — everything is all right now —

Respy

Hiram F. Lindsey

Lincoln

No 1

[illegible]

WOODS
HOTEL BRISTOL,
N. H. BENNETT, Propr.
BRISTOL, - TENN.

Bristol, Tenn.
July 30/1890

Dear Sir:-

Do not let your son come home until our mailes are closed in October as Mr. Craig agreed on. I will explain when I see you. All well to night.

Resply &c

Elnad F. Lindsey

Linsey

No 2

Abingdon, Va.
Oct. 14 '90

Dear Mr. Poteet,

There will be no use in your going to the trouble and expense to come here to U. S. Court on the 28th of this month, unless you wish. I will see that your son's case is attended to and dismissed if you will send Mr. Fowler the balance $150 that Mr. Craig agreed on - Send it next week unless you are coming yourself. Don't fail, please.

Also send me the amount due me $25.00 amount of your note.

The regular Criminal Court will not be held until May, but your son's case can be fixed anyway.

Truly

Stuart F. Gladney

Linsey

Samuel Poteet
In acct. with his lien creditors.

1 -	To judgment in favor of F. S. Blair at Jan. term 1891, Circuit Court of Washington County, Va., for $125, interest from July 26th, 1890,	$125 00	
	Interest on same to Jan 26th 1891,	3 75	
	Costs in suit at law,	7 96	
	Amt due as of Jan. 26th 1891,	136 71	
	Credit as of Jan. 26, 1891,	50 00	
	Bal. due Jan 26th, 1891,	86 71	
	Int. on $86.71, to June 1, 1892,	7 00	
	Amt. due as of June 1, 1892,	$93 71	$93 71
2 -	To judgment in favor of A. M. Dickenson at Jan. term 1891, Circuit Court of Washington County, Va., for $125, interest from July 26th, 1890,	$125 00	
	Int. on same to Jan. 26th, 1891,	3 75	
	Costs in suit at law,	7 96	
	Amt. due as of Jan. 26, '91,	136 71	
	Credit as of Jan. 26, 1891,	50 00	
	Bal. due Jan. 26th, 1891,	86 71	
	Int on $86.71, to June 1, 1892,	7 00	
	Amt. due as of June 1, 1892,	$93 71	$93 71
3 -	To judgment in favor of D. F. Bailey at May term 1891, Circuit Court of Washington County, Va., for $125, interest from July 26th 1890,	$125 00	
	Int. on same to June 1, 1892,	13 85	

[over]

	Costs of suit at Law,	10 04	
	Amt. due as of June 1, 1892,	$148 89	$148 89
4 -	Estimated costs of this suit,	$75 00	75 00
1 -	Total on Blair Judgment,		$93 71
2 -	" " Dickinson "		93 71
3 -	" " Bailey "		148 89
4 -	" " Estimated costs,		75 00
	Grand total,		$411 31

Samuel Potter
In Back, with
Writ in Execution
"X"
Calculation.
$411.31

Clerk's Office of the Circuit Court of Washington County

A. T. Bailey — Plaintiff
vs
Samuel Potter — Defendant

} Ex Delt

Judgment at May Term 1891 for $125.00 with legal interest thereon from the 26th day of July 1890 till paid and the cost $10.04.

Teste

John G. Kruger C.C.

D. T. Barley

v. } Copy Judgment

Saml Peter

88.67
7.96
80.71

Exhibit A.

Clerk's Office of the Circuit Court of Washington County.

A. M. Dickerson, Plaintiff } Indebt

vs

Samuel Potter, Defendant

Judgment at January Term 1891 for $125.00 with legal interest thereon from the 26th day of July 1890 till paid and the costs $7.96.

Teste

Silas B. Kegerreis

A M Dickinson

vs) Copy Judgment

Saml Poteet

Docketed June

"B"

Cir. 25

In the Clerks Office of the Circuit Court of Washington County

F. S. Blair — Plaintiff
vs. — In Debt
Samuel Poteet — Defendant

Judgment at January Term 1891 for $135 00 with legal interest thereon from the 26th day of July 1890 till paid and the costs $7.96.

Teste

John C. Kreger C.C.

J. S. Blair

vs } Judgment

Saml. Potter

Decreed

Decree [illegible]

"6"

[illegible] 30

KNOW ALL MEN BY THESE PRESENTS, That we James W. Orr and J. A. G. Hyatt are held and firmly bound unto the Commonwealth of Virginia, in the sum of Seven Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated 1st day of April, one thousand eight hundred and Ninety three

The Condition of The Above Obligation is Such, That if the above bound James W. Orr shall faithfully perform the duties of his office or trust, as Commissioner under a decree of the Circuit Court of the County of Lee, pronounced on the 11th day of March, 1893, in the suit therein depending under the name and style of David F. Bailey Plaintiff vs. Samuel Poteet Defendant and properly account for all sums of money he may receive as such Commissioner

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

James W. Orr (SEAL.)

J. A. G. Hyatt (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that

estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of 18 .

Teste: Clerk.

D. F. Bailey

vs

Bond

Samuel Patch

Filed April 1st 1893

J. A. L. Hyatt C

[illegible] Nov. 9, 1[illegible]

Mr Samuel Tatt.

Dear Sir,

On Saturday, the 20th Inst, at the Circuit Court in Capersville Va, I will close the account as Commissioner in the Chancery cause of D. T. Baker against yourself & others, at which time I shall if you have any evidence to offer may be required to produce the same.

Very respectfully,

C. M. Barnes

Commissioner

J. F. Bailey

vs

Sam [illegible]

see let. [illegible]

Total $312.36
Down 94.04
Note for this $218.32

Of the amount to be paid down. $94.04
There can be settled with Orr 40.90
Got to be paid down -- $53.14

$207.42
12.39
$219.81
6
1318.86
69

$13.87
219.81
$233.68 Interest 10/14/94
44.12 Note
$277.80 Total

1.18
99
10
209.8
69
41.57
6
249.86
3
2.69
41.57
44.12

2.8
3
8.4
12

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We do Command You to Summon Samuel Poteet

F. D. Blair and A. M. Dickinson

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in August next, being rule day to answer a bill in Chancery exhibited in our said Court against them by D. F. Bailey

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 31st day of July 1871, in the 116 year of the Commonwealth.

J. A. G. Hyatt *Clerk.*

A Copy Teste

Orr

D. F. Bailey
Jas Spradling
Chy.
Samuel Poteet et al

To 1st Aug Rules 1891.

Executed July 31st 1891. by delivering to the wife of the defendant Samuel Poteet an office copy of the within writ at the deft's usual place of abode and giving her information of its purport, she being a member of his family and above the age of sixteen years, and the defendant being absent.

C. E. Flanery p.d. F.C.

We accept legal service of the within writ.
Aug 3rd 1891.
F. S. Blair.
A. M. Dickinson
by James W. Orr atty.